

0300
GEG ÁEWÁFGÁGÁ I ÁÚT
SÖÖÁUWÁVY
ÚWÚÖÜÜÁÁUWÜVÁÖSÖÜS
ÖÖSÖÖ
ÖÖUÖÁÁGÁEGHFFÉÁÜÖE

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BALKRISHNA HEROOR, an individual,

Plaintiff,

v.

DEBBIE HAEYUNG CHA, an individual,

Defendant.

NO.

COMPLAINT FOR BREACH OF
CONTRACT

Plaintiff Balkrishna Heroor, through his undersigned counsel of record, asserts the following claims and causes of action against Defendant Debbie Haeyung Cha:

I. PARTIES AND JURISDICTION

1. Balkrishna Heroor (“Plaintiff”) is an individual residing in King County.
2. Debbie Haeyung Cha (“Defendant”) is an individual residing in King County.
3. The circumstances underlying this cause of action took place in King County.
4. Jurisdiction and venue are proper before this Court pursuant to RCW 4.12.020 and RCW 4.12.025.

II. FACTS

5. Plaintiff has known Defendant since October 2020.
6. Beginning on or around July 5, 2024, Plaintiff and Defendant entered into an oral agreement in which Plaintiff made a series of personal loans to Defendant in the total amount of \$46,207.48 by advancing payments for hotel and apartment rentals for use by

1 Defendant. Defendant agreed to reimburse Plaintiff for all such expenses incurred on her
2 behalf by Plaintiff.

3 7. The agreement was acknowledged by Defendant in text messages between the
4 parties in which Defendant reaffirmed her agreement to repay the money Plaintiff loaned to
5 her.

6 8. Plaintiff has made repeated demands and requests that Defendant make
7 payments against the \$46,207.48 she owes Plaintiff. Defendant agreed to do so but has failed
8 to make any payments to date.

9 **III. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

10 9. Plaintiff incorporates the allegations set forth in paragraphs 1 through 8 as if
11 fully set forth herein.

12 10. Plaintiff loaned Defendant a total of \$46,207.48 through a series of personal
13 loans. Defendant agreed to repay the money loaned to her by Plaintiff.

14 11. Even after repeated requests to repay the loan or make payments against the
15 loan, Defendant has failed to make any payment and has breached the agreement with Plaintiff.

16 12. Plaintiff is entitled to judgment and damages in an amount to be determined at
17 trial.

18 **IV. RELIEF REQUESTED**

19 Having asserted his claims of action, Plaintiff Balkrishna Heroor respectfully requests
20 the following relief against Defendant Debbie Haeyung Cha:

- 21 A. For judgment against Defendant in an amount to be determined at trial;
22 B. For pre- and post-judgment interest at the highest rate allowed by law;
23 C. For attorneys' fees and costs as authorized by applicable law; and
24 D. For such other and further relief as the Court deems just and equitable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DATED this 12th day of August, 2025.

SOCIUS LAW GROUP, PLLC

By: s/ Adam R. Asher
Adam R. Asher, WSBA #35517
aasher@sociuslaw.com
206-838-9110

Attorneys for Plaintiff